

EXHIBIT A



West Virginia
Circuit Express

(/DEFAULT.ASPX)

Civil

Case Information

Thirteenth Judicial Circuit of Kanawha County

20-C-1046

Judge: TERA SALANGO

CITY OF SOUTH CHARLESTON, A WV MUNICIPAL VS. JOHNSON CONTROLS, INC., A WISCONSIN CORP

Plaintiff(s).

Plaintiff Attorney(s).

CITY OF SOUTH CHARLESTON
VIRGINI, CITY OF SOU

MICHAEL J DEL GIUDICE

Defendant(s).

Defendant Attorney(s).

A.O. SMITH CORPORATION
BEDIVERE INSURANCE COMPANY
CORP, JOHNSON CONTRO
CORPORATION, A.O. SM
FERGUSON ENTERPRISES, LLC
JOHNSON CONTROLS, INC
ONEBEACON INSURANCE COMPANY

N/A

Date Filed: 12/04/2020

Case Type: WARRANTY

Appealed: 0

Final Order Date: N/A

Statistical Close Date: N/A

<u>Line</u>	<u>Date</u>	<u>Action / Result</u>
0001	12/04/2020	# CASE INFO SHEET; COMPLAINT; ISSUED SUM & 8 CPYS; F FEE; RCPT
0002		583884; \$260.00
0003	12/28/2020	@ LET FR SS DTD 12/22/20; SUM W/RET (12/22/20 SS) AS TO FERGUSON
0004		ENTERPRISES LLC
0005	12/28/2020	@ LET FR SS DTD 12/22/20; SUM W/RET (12/22/20 SS) AS TO BEDIVERE
0006		INS CO
0007	12/28/2020	@ LET FR SS DTD 12/22/20; SUM W/RET (12/22/20 SS) AS TO JOHNSON
0008		CONTROLS INC

0009	12/28/2020	@ LET FR SS DTD 12/22/20; SUM W/RET (12/22/20 SS) AS TO A.O.
0010		SMITH CORP
0011	01/05/2021	# (3) E-CERTS FR SS
0012	01/12/2021	# E-CERT FR SS AS TO A.O. SMITH CORP. DTD 1/5/21

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Software Computer Group | PO Box 27 | Fraziers Bottom WV 25082

**CIVIL CASE INFORMATION STATEMENT
CIVIL CASES**

IN THE CIRCUIT COURT, KANAWHA COUNTY, WEST VIRGINIA

2020 DEC -4 PM 1:28
CATHY S. STERN
KANAWHA COUNTY CIRCUIT COURT

I. CASE STYLE:

**CITY OF SOUTH CHARLESTON,
a West Virginia municipality,**

PLAINTIFF,

VS.

**CIVIL ACTION NO. 20-C-1044
Saiano**

**JOHNSON CONTROLS, INC., a
Wisconsin corporation; A.O. SMITH
CORPORATION, a New York corporation;
FERGUSON ENTERPRISES, LLC, a Virginia
limited liability company; and BEDIVERE
INSURANCE COMPANY d/b/a ONEBEACON
INSURANCE COMPANY, a Pennsylvania
insurance company,**

DEFENDANTS.

	<u>Days to Answer</u>	<u>Service</u>
JOHNSON CONTROLS, INC. c/o CT Corporation System 1627 Quarrier Street Charleston, West Virginia 25311	30	Secretary of State
A.O. SMITH CORPORATION c/o James Stern P.O. Box 245008 Milwaukee, Wisconsin 53224	30	Secretary of State
FERGUSON ENTERPRISES, LLC c/o Corporate Creations Network Inc. 126 East Burke Street Martinsburg, West Virginia 25401	30	Secretary of State
BEDIVERE INSURANCE COMPANY d/b/a ONEBEACON INSURANCE COMPANY c/o Corporation Service Company 209 West Washington Street Charleston, West Virginia 25302	30	Secretary of State

PYMT Type K
Rcpt # 58384 \$200 ☒ \$135 ☐
Iss. Sum. + cc ☐ No Sum. Iss ☐
☒ Ret. to Atty. \$20cm X ☐
☐ Mailed CM/RM \$5 clk X ☐
☐ Mailed to sos w/ck# ☐
☐ Sent to ☐ w/ck# ☐ \$15 mdf X ☒

Original of Complaint and 5 copies furnished herewith.

PLAINTIFF(S): CITY OF SOUTH CHARLESTON, CASE NO.
a West Virginia municipality
DEFENDANT(S): JOHNSON CONTROLS, INC., a Wisconsin corporation; A.O. SMITH CORPORATION, a New York corporation; FERGUSON ENTERPRISES, LLC, a Virginia limited liability company; and BEDIVERE INSURANCE COMPANY d/b/a ONEBEACON INSURANCE COMPANY, a Pennsylvania insurance company

II. TYPE OF CASE:

<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> ADOPTION	<input type="checkbox"/> APPEAL FROM MAGISTRATE COURT
<input type="checkbox"/> PROFESSIONAL MALPRACTICE	<input type="checkbox"/> CONTRACT	<input type="checkbox"/> PETITION FOR MODIFICATION OF MAGISTRATE SENTENCE
<input type="checkbox"/> PERSONAL INJURY	<input type="checkbox"/> REAL PROPERTY	<input type="checkbox"/> MISCELLANEOUS CIVIL
<input type="checkbox"/> PRODUCT LIABILITY	<input type="checkbox"/> MENTAL HEALTH	<input checked="" type="checkbox"/> OTHER
<input type="checkbox"/> OTHER TORT	<input type="checkbox"/> APPEAL OF ADMINISTRATIVE AGENCY	

III. JURY DEMAND ☒ YES ☐ NO

CASE WILL BE READY FOR TRIAL BY (MONTH/YEAR): _____

IV. DO YOU OR ANY OF YOUR CLIENTS OR WITNESSES IN THIS CASE REQUIRE SPECIAL ACCOMMODATIONS DUE TO A DISABILITY OR AGE?

☐ YES ☒ NO

IF YES, PLEASE SPECIFY;

- ☐ Wheelchair accessible hearing room and other facilities.
- ☐ Interpreter or other auxiliary aid for the hearing impaired.
- ☐ Reader or other auxiliary aid for the visually impaired.
- ☐ Spokesperson or other auxiliary aid for the speech impaired.
- ☐ Other: UNKNOWN

Attorney Name: Michael J. Del Giudice #982

Representing:

Firm: CICCARELLO, DEL GIUDICE & LaFON

☒ Plaintiff ☐ Defendant

Address: 1219 Virginia Street, East, Suite 100
Charleston, West Virginia 25301

Telephone: (304) 343-4440

Dated: 11.23.20

Pro Se

Signature

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

CITY OF SOUTH CHARLESTON,
a West Virginia municipality,

PLAINTIFF,

VS.

CIVIL ACTION NO. 20-C-1046

Sciangio

JOHNSON CONTROLS, INC., a
Wisconsin corporation; A.O. SMITH
CORPORATION, a New York corporation;
FERGUSON ENTERPRISES, LLC, a Virginia
limited liability company; and BEDIVERE
INSURANCE COMPANY d/b/a ONEBEACON
INSURANCE COMPANY, a Pennsylvania
insurance company,

DEFENDANTS.

COMPLAINT

Now comes the Plaintiff, City of South Charleston, by counsel, who for its causes of action against the Defendants, Johnson Controls, Inc., A.O. Smith Corporation, Ferguson Enterprises, LLC and Bedivere Insurance Company d/b/a OneBeacon Insurance Company, states as follows:

PARTIES

1. The Plaintiff, City of South Charleston, now is and at all times hereinmentioned was a West Virginia municipality located in Kanawha County, West Virginia.

2. The Defendant, Johnson Controls, Inc. (hereinafter referred to as "Defendant Johnson Controls"), now is and at all times hereinmentioned was a Wisconsin corporation doing business in Kanawha County, West Virginia.

3. The Defendant, A.O. Smith Corporation (hereinafter referred to as Defendant "A.O. Smith"), now is and at all times hereinmentioned was a New

York corporation doing business in Kanawha County, West Virginia.

4. The Defendant, Ferguson Enterprises, LLC (hereinafter referred to as "Defendant Ferguson"), now is and at all times hereinmentioned was a Virginia limited liability company doing business in Kanawha County, West Virginia.

5. The Defendant, Bedivere Insurance Company d/b/a OneBeacon Insurance Company (hereinafter referred to as "Defendant OneBeacon"), now is and all times hereinmentioned was a Pennsylvania insurance company doing business in Kanawha County, West Virginia under the name of OneBeacon Insurance Company.

JURISDICTION AND VENUE

6. In that all that the parties herein reside or do business in Kanawha County, West Virginia and that all acts, omissions and breaches of contract alleged herein occurred in Kanawha County, West Virginia, jurisdiction and venue are proper in the Circuit Court of Kanawha County, West Virginia.

STATEMENT OF FACTS

7. In or since the 1970's, the Plaintiff has owned and operated a community center located on Jefferson Road, South Charleston, West Virginia (hereinafter referred to as the "Community Center").

8. Since January 2, 2002, the Plaintiff has owned and operated the South Charleston Memorial Ice Arena located at 20 RHL Boulevard, South Charleston, West Virginia (hereinafter referred to as the "Ice Arena").

9. Since approximately 2010, the Plaintiff has purchased a property insurance policy through Defendant OneBeacon in the event any of its

equipment was damaged, including equipment located at the Community Center and the Ice Arena.

10. In or about February 2013, the Plaintiff entered into a Planned Service Agreement with Defendant Johnson Controls whereby, for an annual fee, Defendant Johnson Controls would provide maintenance services for the equipment located at the Community Center and the Ice Arena.

11. In the fall of 2014, the steam boiler at the Community Center needed to be replaced.

12. The Plaintiff purchased a replacement hot water boiler (hereinafter referred to as the "Boiler") that was manufactured by Defendant A.O. Smith, distributed by Defendant Ferguson, installed by Defendant Johnson Controls and insured by Defendant OneBeacon.

13. Together with the Boiler, the Plaintiff received an Implied Warranty of Merchantability as well as an express five-year warranty from the manufacturer.

14. In or about August 2019, the Boiler broke.

15. The Plaintiff filed claims with Defendant A.O. Smith, Defendant Ferguson and Defendant Johnson Controls to have the broken Boiler covered under either the implied or expressed warranties covering the Boiler.

16. Defendant A.O. Smith, Defendant Ferguson and Defendant Johnson Controls have all denied liability and responsibility to replace the broken Boiler under either the implied or expressed warranties.

17. Due to the denials by Defendant A.O. Smith, Defendant Ferguson and Defendant Johnson Controls, the Plaintiff had to purchase a new boiler for

the sum of \$24,909.00, even though the old Boiler was still under warranty and less than five years old.

18. In or about 2017, the Compressor at the Ice Arena needed to be rebuilt and the Chiller Evaporator and needed to have its tubes replaced.

19. This rebuild and tube replacement was covered under the Planned Maintenance Agreement with Defendant Johnson Controls.

20. Defendant Johnson Controls acknowledged that it was covered under the Planned Maintenance Agreement, but refused to perform said work, thus intentionally breaching the Planned Maintenance Agreement.

21. Because of Defendant Johnson Control's refusal to perform the work required under the Planned Maintenance Agreement and its breach of the Planned Maintenance Agreement, the Plaintiff terminated the Planned Maintenance Agreement on or about June 1, 2018.

22. On or about January 23, 2020, the Chiller Evaporator for the Ice Arena (hereinafter referred to as the "Chiller Evaporator") broke.

23. Said Chiller Evaporator broke as a direct result of Defendant Johnson Control's refusal to provide maintenance as required under the Planned Maintenance Agreement.

24. When said Chiller Evaporator broke, the ammonia within the tubes contaminated the entire system which has to now be completely replaced at a cost which will exceed \$368,969.00.

25. The entire system, including the Chiller Evaporator, Compressor and accessory components, were all covered under insurance policy the Plaintiff maintained with Defendant OneBeacon.

26. When said Chiller Evaporator broke and contaminated the entire system, the Plaintiff filed a claim with Defendant OneBeacon.

27. Defendant Johnson Controls has refused liability and responsibility for the broken Chiller Evaporator and resulting damage to the entire system.

28. Defendant OneBeacon has wrongfully denied the claim filed by the Plaintiff for the broken system.

FIRST CAUSE OF ACTION

(Breach of Implied Warranty – The Boiler)

29. The Plaintiff realleges, reasserts and incorporates by reference each and every allegation set forth in Paragraphs 1 through 28 of this Complaint as if fully set forth herein.

30. When the Plaintiff purchased the Boiler in 2015, it received Implied Warranties of Merchantability and Fitness for a Particular Use from Defendant A.O. Smith and Defendant Ferguson.

31. When the Boiler broke in 2019, the Plaintiff requested Defendant A.O. Smith and Defendant Ferguson cover the broken Boiler under the Implied Warranties of Merchantability and Fitness for a Particular Use.

32. Both Defendant A.O. Smith and Defendant Ferguson have refused and continue to refuse to cover the broken Boiler under the Implied Warranties of Merchantability and Fitness for a Particular Use.

33. As a direct and proximate result of Defendant A.O. Smith and Defendant Ferguson's refusal to cover the broken Boiler under the Implied Warranties of Merchantability and Fitness for a Particular Use, the Plaintiff has been damaged as set forth hereinbelow.

SECOND CAUSE OF ACTION

(Breach of Express Warranty – The Boiler)

34. The Plaintiff realleges, reasserts and incorporates by reference, each and every allegation set forth in Paragraphs 1 through 33 of this Complaint, as if fully set forth herein.

35. When the Plaintiff purchased the Boiler in 2015, it received Express Warranties of Merchantability and Fitness for a Particular Use from Defendant A.O. Smith and Defendant Ferguson.

36. When the Boiler broke in 2019, the Plaintiff requested that Defendant A.O. Smith and Defendant Ferguson cover the broken Boiler under the Express Warranties of Merchantability and Fitness for a Particular Use.

37. Both Defendant A.O. Smith and Defendant Ferguson have refused and continue to refuse to cover the broken Boiler under the Express Warranties of Merchantability and Fitness for a Particular Use.

38. As a direct and proximate result of Defendant Smith and Defendant Ferguson's refusal to cover the broken Boiler under the Express Warranties of Merchantability and Fitness for a Particular Use, the Plaintiff has been damaged as set forth hereinbelow.

THIRD CAUSE OF ACTION

(Breach of Contract – Defendant Johnson)

39. The Plaintiff realleges, reasserts and incorporates by reference, each and every allegation set forth in Paragraphs 1 through 38 of this Complaint as if fully set forth herein.

40. There existed a contract by and between the Plaintiff and Defendant

Johnson, whereby Defendant Johnson was to maintain the Plaintiff's equipment and in particular, the Boiler and the Chiller Evaporator.

41. Defendant Johnson breached said contract by failing to maintain the Boiler and the Chiller Evaporator as required under the contract.

42. As a direct and proximate result of Defendant Johnson's breach of said contract, the Plaintiff has been damaged set forth hereinbelow.

FOURTH CAUSE OF ACTION

(Negligence – Defendant Johnson Controls)

43. The Plaintiff realleges, reasserts and incorporates by reference each and every allegation set forth in Paragraphs 1 through 42 of the Complaint as if fully set forth herein.

44. Defendant Johnson had a duty to maintain the Plaintiff's equipment as would a reasonably prudent corporation performing maintenance work under the same or similar circumstances.

45. Defendant Johnson breached said duty by failing to maintain the Plaintiff's Boiler and Chiller Evaporator as would a reasonably prudent corporation performing maintenance work under the same or similar circumstances.

46. As a direct and proximate result of Defendant Johnson's breach of said duty, the Plaintiff has incurred damages as set forth hereinbelow.

FIFTH CAUSE OF ACTION

(Denial of Insurance Claim – Defendant OneBeacon)

47. The Plaintiff realleges, reasserts and incorporates by reference each

and every allegation set forth in Paragraphs 1 through 46 of this Complaint as if fully set forth herein.

48. There existed a contract by and between the Plaintiff and Defendant OneBeacon whereby Defendant OneBeacon agreed to provide insurance coverage to the Plaintiff for damage incurred to its equipment.

49. The Plaintiff did incur damage to its equipment and established a claim with Defendant OneBeacon seeking coverage for such damage.

50. Defendant OneBeacon breached its contract with the Plaintiff by failing to provide coverage under the insurance contract it issued to the Plaintiff for damage incurred to its equipment.

51. As a direct and proximate result of Defendant OneBeacon's breach of said contract, the Plaintiff has incurred damages as set forth herein below.

SIXTH CAUSE OF ACTION

(Bad Faith – Defendant OneBeacon)

52. The Plaintiff realleges, reasserts and incorporates by reference, each and every allegation set forth in Paragraphs 1 through 51 of this Complaint as if fully set forth herein.

53. Defendant OneBeacon had a duty to handle the Plaintiff's claim fairly and in good faith.

54. Defendant OneBeacon breached said duty by failing to handle the Plaintiff's claim fairly and in good faith, but instead, refused to provide coverage for property damage covered under contract and doing so in bad faith accompanied by malicious intention to injure the Plaintiff financially.

55. As a direct and proximate result of Defendant OneBeacon's bad faith and malicious intention, the Plaintiff is entitled to damages as set forth hereinbelow.

SEVENTH CAUSE OF ACTION

(Violations of the Unfair Trade Practices Act in West Virginia – Defendant One Beacon)

56. The Plaintiff realleges, reasserts and incorporates by reference, each and every allegation set forth in Paragraphs 1 through 55 of this Complaint as if fully set forth herein.

57. Defendant OneBeacon had a duty to comply with all of the provisions of the West Virginia Unfair Trade Practices Act as provided for in West Virginia Code §33-11-1 et seq.

58. Defendant OneBeacon breached said duty by specifically violating those duties established under the West Virginia Unfair Trade Practices Act and in particular, by violating West Virginia Code §33-11-4(9):

- (a) Failing to adopt and implement reasonable standards for the prompt investigation of the Plaintiff's claim;
- (b) Refusing to pay the Plaintiff's claim without conducting reasonable investigation based upon all available information;
- (c) Not attempting in good faith to effectuate fair and equitable settlement of the Plaintiff's claim after liability had become reasonably clear;
- (d) Compelling the Plaintiff to institute litigation against Defendant OneBeacon to recover amounts due under the

insurance policy; and

(e) Such other violations as to be determined through litigation.

59. Defendant OneBeacon has a general business practice of violating the West Virginia Unfair Trade Practices Act.

60. Defendant OneBeacon knew the Plaintiff's claim was proper, but willfully, maliciously and intentionally utilized unfair business practices in failing to properly settle the claim.

61. As a direct and proximate result of Defendant OneBeacon's violations of West Virginia Code §33-11-4(9), and its general business practices of violating the West Virginia Unfair Trade Practices Act, the Plaintiff has incurred damages as set forth hereinbelow.

DAMAGES

62. As a direct and proximate result of the Defendants' wrongful conduct as set forth hereinabove, the Plaintiff is entitled to the following damages:

- A. Cost of replacement of the Boiler at the Community Center;
- B. Cost of replacement of the Chiller Evaporator, compressor, condenser, heat exchangers, other accessory parts and equipment, and related labor to repair the refrigeration system at the Ice Arena;
- C. Loss of income to the Ice Arena from January 23, 2020 through March 15, 2020;
- D. Punitive damages from Defendant OneBeacon;
- E. Pre-and post judgment interest;

F. Attorney fees; and

G. Such other damages as may be determined through litigation.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff demands judgment of and against the Defendants, and each of them, for compensatory and punitive damages as to be determined by a jury. The Plaintiff requests it be awarded its cost and expenses incurred and having to bring this action, including reasonable attorney fees, and for such other relief as this Court deems just.

Plaintiff demands Trial by jury.

CITY OF SOUTH CHARLESTON

By Counsel,

CICCARELLO, DEL GIUDICE & LAFON

By: 

Michael J. Del Giudice (WV #982)
1219 Virginia Street East, Suite 100
Charleston, West Virginia 25301
Phone: (304) 343-4440
Attorney for Plaintiff

EXHIBIT B

1/4/2021

JOHNSON CONTROLS, INC. (1J03577)

Wisconsin Department of Financial Institutions

Strengthening Wisconsin's Financial Future

Search for:
Johnson Controls, Inc.

Search Records

Search
Advanced Search
Name Availability

Corporate Records

Result of lookup for 1J03577 (at 1/4/2021 4:34 PM)

JOHNSON CONTROLS, INC.

You can: [File an Annual Report](#) - [Request a Certificate of Status](#) - [File a Registered Agent/Office Update Form](#)

Vital Statistics

Entity ID 1J03577

Registered Effective Date 07/31/1900

Period of Existence PER

Status Restored to Good Standing [Request a Certificate of Status](#)

Status Date 07/19/2005

Entity Type Domestic Business

Annual Report Requirements Business Corporations are required to file an Annual Report under s.180.1622 WI Statutes.

Addresses

Registered Agent Office C T CORPORATION SYSTEM
301 S. BEDFORD ST. SUITE 1
MADISON , WI 53703

[File a Registered Agent/Office Update Form](#)

Principal Office 5757 N. GREEN BAY AVENUE
MILWAUKEE , WI 53209
UNITED STATES OF AMERICA

Historical Information

Annual Reports

Year	Reel	Image	Filed By	Stored On
2020	111	1111	paper	image
2019	111	1111	paper	image
2018	111	1111	paper	image
2017	111	1111	paper	image
2016	111	1111	paper	image
2015	000	0000	online	database
2014	000	0000	online	database
2013	000	0000	online	database
2012	000	0000	online	database
2011	000	0000	online	database
2010	000	0000	online	database

1/4/2021

JOHNSON CONTROLS, INC. (1J03577)

2009	000	0000	online	database
2008	000	0000	online	database
2007	000	0000	online	database
2006	000	0000	online	database
2005	111	1111	paper	image
2003	111	1111	paper	image
2002	011	2053	paper	microfilm
2001	017	2221	paper	microfilm
2000	020	1814	paper	microfilm
1999	023	0316	paper	microfilm
1998	017	2481	paper	microfilm
1997	021	1064	paper	microfilm
1996	020	1177	paper	microfilm
1995	021	1376	paper	microfilm
1994	019	1889	paper	microfilm
1993	017	0886	paper	microfilm

[File an Annual Report - Order a Document Copy](#)**Certificates of Newly-elected Officers/Directors**

Year	Reel	Image	Filed By	Stored On
1988	151	1220	paper	microfilm
1987	154	0375	paper	microfilm
1987	152	0993	paper	microfilm
1986	152	0101	paper	microfilm
1985	151	0411	paper	microfilm

[Order a Document Copy](#)**Old Names**

Change Date	Name
Current	JOHNSON CONTROLS, INC.
11/11/1974	JOHNSON SERVICE COMPANY
07/10/1902	JOHNSON ELECTRIC SERVICE COMPANY

Chronology

Effective Date	Transaction	Filed Date	Description
07/31/1900	Incorporated/Qualified/Registered	07/31/1900	***RECORD IMAGED***
07/10/1902	Amendment	07/10/1902	NAME CHG
04/30/1903	Amendment	04/30/1903	
05/10/1913	Amendment	05/10/1913	
04/02/1915	Amendment	04/02/1915	
02/11/1929	Amendment	02/11/1929	
02/12/1938	Amendment	02/12/1938	
04/18/1950	Amendment	04/18/1950	
07/18/1950	Restated Articles	07/18/1950	(CORRECTION)
05/27/1953	Change of Registered Agent	05/27/1953	
04/12/1955	Amendment	04/12/1955	
04/21/1960	Amendment	04/21/1960	

1/4/2021

JOHNSON CONTROLS, INC. (1J03577)

04/11/1961	Amendment	04/11/1961	
10/28/1968	Merger (survivor)	10/28/1968	2P00797 (PENN CONTROLS, INC.) &
10/28/1968	Utility line for long descriptions	10/28/1968	RESTATES ARTICLES, CHGS REGD OFFICE
05/07/1969	Amendment	05/07/1969	
01/27/1970	Amendment	01/27/1970	
11/11/1974	Amendment	11/11/1974	NAME CHG
05/04/1978	Amendment	05/04/1978	
10/10/1978	Merger (survivor)	10/10/1978	G. 308 FGN (GLOBE-UNION INC.)
12/28/1978	Change of Registered Agent	12/28/1978	
09/21/1981	Change of Registered Agent	09/21/1981	
02/09/1984	Amendment	02/09/1984	
08/29/1985	Amendment	08/29/1985	
02/21/1986	Amendment	02/21/1986	
11/06/1987	Change of Registered Agent	11/06/1987	
05/24/1989	Amendment	05/24/1989	
11/02/1995	Restated Articles	11/02/1995	CHGS REGD OFFICE
04/23/1997	Restated Articles	04/28/1997	
10/01/2000	Merger (survivor)	09/29/2000	2E025382 (ELECTRONIC SYSTEMS USA, INC.)
01/01/2001	Merger (survivor)	12/27/2000	UNL FGN CORP
06/19/2002	Merger (survivor)	06/20/2002	UNL FGN CORP
12/12/2003	Amendment	12/15/2003	
07/01/2005	Delinquent	07/01/2005	
07/19/2005	Restored to Good Standing	07/19/2005	
01/25/2006	Change of Registered Agent	02/01/2006	
09/11/2007	Restated Articles	09/14/2007	
09/18/2007	Change of Registered Agent	09/18/2007	FM16-E-Form
02/15/2008	Change of Registered Agent	02/18/2008	
09/30/2009	Merger (survivor)	09/28/2009	E-FILED UNL FGN
01/26/2011	Restated Articles	01/27/2011	CHGS REGD OFF ADD
03/31/2011	Merger (survivor)	03/29/2011	UNL FGN CORP
01/24/2013	Restated Articles	01/25/2013	
12/30/2014	Change of Registered Agent	12/30/2014	FM13-E-Form
09/16/2015	Change of Registered Agent	09/16/2015	FM13-E-Form
09/02/2016	Merger (survivor)	09/06/2016	J043496 (JAGARA MERGER SUB LLC); SURVIVOR RESTATES ARTICLES OF INCORPORATION
03/23/2017	Amendment	03/24/2017	
05/10/2017	Change of Registered Agent	04/26/2017	Bulk Filing

[Order a Document Copy.](#)

EXHIBIT C

West Virginia Secretary of State — Online Data Services**Business and Licensing**

Online Data Services Help

Business Organization Detail

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

JOHNSON CONTROLS, INC.

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C Corporation	5/13/1925		5/13/1925	Foreign	Profit			

Organization Information			
Business Purpose	3334 - Manufacturing - Machinery Manufacturing - Ventilation, Heating, Air-Conditioning and Commercial Refrigeration Equipment Mfg. (fan & blower, air purification, heating, air conditioning & warm air heating)		Capital Stock 0.0000
Charter County		Control Number	0
Charter State	WI	Excess Acres	0
At Will Term		Member Managed	
At Will Term Years		Par Value	0.000000
Authorized Shares	0	Young Entrepreneur	Not Specified

1/19/2021

WV SOS - Business and Licensing - Corporations - Online Data Services

Addresses

Type	Address
Local Office Address	4132 FIRST AVE NITRO, WV, 25143
Mailing Address	PO BOX 591 X-81 MILWAUKEE, WI, 53201-0591 USA
Notice of Process Address	CT CORPORATION SYSTEM 1627 QUARRIER ST CHARLESTON, WV, 25311-2124 USA
Principal Office Address	5757 N GREEN BAY AVE MILWAUKEE, WI, 53209-4408 USA
Type	Address

Officers

Type	Name/Address
President	CHRISTOPHER OSBORNE 507 E MICHIGAN STREET MILWAUKEE, WI, 53202 USA
Secretary	CHRISTOPHER OSBORNE 507 E MICHIGAN STREET MILWAUKEE, WI, 53202 USA
Treasurer	MARC VANDIEPENBEECK 5757 N GREEN BAY AVE MILWAUKEE, WI, 53209 USA
Vice-President	JEFF WILLIAMS 507 E MICHIGAN STREET MILWAUKEE, WI, 53202 USA
Type	Name/Address

Mergers

Merger Date	Merged	Merged State	Survived	Survived State
1/17/2001	ELECTRONIC SYSTEMS USA, INC.	KY	JOHNSON CONTROLS, INC.	WI
1/22/2001	CARDKEY SYSTEMS, INC.	DE	JOHNSON CONTROLS, INC.	WI

1/19/2021

WV SOS - Business and Licensing - Corporations - Online Data Services

7/3/2002	CREATIVE CONTROL DESIGNS, INC.	OH	JOHNSON CONTROLS, INC.	WI
3/7/2017	JAGARA MERGER SUB LLC	WI	JOHNSON CONTROLS, INC.	WI
Merger Date	Merged	Merged State	Survived	Survived State

Date	Amendment
3/7/2017	MERGER: MERGING JAGARA MERGER SUB LLC, A NON-QUALIFIED WI ORGANIZATION WITH AND INTO JOHNSON CONTROLS, INC., A QUALIFIED WI CORPORATION, THE SURVIVOR
7/3/2002	MERGER: MERGING CREATIVE CONTROL DESIGNS, INC., A NON-QUALIFIED OH ORGANIZATION WITH AND INTO JOHNSON CONTROLS, INC., A QUALIFIED WI CORPORATION, THE SURVIVOR
1/22/2001	MERGER: MERGING CARDKEY SYSTEMS, INC., A NON-QUALIFIED DE ORGANIZATION WITH AND INTO JOHNSON CONTROLS, INC., A QUALIFIED WI CORPORATION, THE SURVIVOR
1/17/2001	MERGER: MERGING ELECTRONIC SYSTEMS USA, INC., A NON-QUALIFIED KY ORGANIZATION WITH AND INTO JOHNSON CONTROLS, INC., A QUALIFIED WI CORPORATION, THE SURVIVOR
5/19/1987	AMENDMENT FILED TO ARTICLES;
4/5/1984	AMENDMENT: TO THE ARTICLES OF INCORPORATION.
3/1/1979	MERGER: MERGING GLOBE-UNION INC., A DEL. CORP. NOT QUAL. IN WV, WITH AND INTO JOHNSON CONTROLS, INC., THE SURVIVOR.
8/10/1978	AMENDMENT: ARTICLES OF AMENDMENT.
12/5/1974	CHANGE OF NAME FROM JOHNSON SERVICE COMPANY. ROLL 90
6/23/1969	AMENDMENT: CERTIFICATE OF INCORPORATION. ROLL 25
2/19/1969	AMENDMENT: MERGING PENN CONTROLS, INC. ROLL 20
5/17/1961	AMENDMENT: ARTICLES OF INCORPORATION. BOOK 210 P. 297
5/31/1960	AMENDMENT: ARTICLES OF INCORPORATION. BOOK 210 P. 265
5/13/1955	AMENDMENT: ARTICLES OF INCORPORATION. BOOK 210 P. 94
5/26/1950	AMENDMENT: ARTICLES OF INCORPORATION. BOOK 183 P. 517
5/31/1938	AMENDMENT: (DATED 2/10/1938) BOOK 152 P. 517
Date	Amendment

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For more information, please contact the Secretary of State's Office at 304-558-8000.

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